

## MORTGAGE RECORD 74

Reg. No. 3455  
Fee Paid, \$ 1.25 - PM

313

FROM  
Phi Kappa  
TO  
Lawrence Bldg. & Loan Ass'n

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 12 day of May A. D. 1928 at 3:20 P. M.  
Ira E. Wellman  
Register of Deeds.  
By: Deputy.

THIS INDENTURE, Made this eleventh day of May, in the year of our Lord, one thousand nine hundred and twenty-eight between  
The Epsilon Chapter of Phi Kappa, a corporation  
of Lawrence in the County of Douglas and State of Kansas, party  
of the first part, and the Lawrence Building and Loan Association  
part of the second part.

WITNESSETH, That the said part of the first part, in consideration of the sum of Five Hundred Fifty - - - - - DOLLARS, to it duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture do es. Grant, Bargain, Sell and Mortgage to the said part of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at the Northeast corner of Lot Seven (7) in Block Five (5) in Babcock's Addition to the city of Lawrence, thence West Six hundred forty (64) feet thence south Ten (10) feet thence east Two Hundred fifty two (252) feet thence south Two Hundred (200) feet thence east One Hundred forty eight (148) feet thence north Ten (10) feet thence east Fifty (50) feet thence north One hundred eighty five (185) feet thence east One hundred ninety (190) feet to the east line of Lot Seven (7) mentioned above, thence north fifteen (15) feet to place of beginning, all in the the city of Lawrence

with the appurtenances and all the estate, title and interest of the said part of the first part therein.

And the said part of the first part do es hereby covenant and agree that at the delivery hereof it is the lawful owner of the premises above granted, and wisest of a good and indefensible estate of inheritance therein, free and clear of all incumbrances.

It is the intent and purpose of the said part of the first part that it will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same become due and payable, and that it will keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part of the second part, the loss, if any, made payable to the part of the second part to the extent of its interest. And in the event that said part of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the part of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS OBLIGATION is intended as a mortgage to secure the payment of the sum of Five Hundred Fifty - - - - - DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the 11th day of May 1928.

And by its terms made payable to the part of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payment be made as herein provided, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the same on said real estate are not paid when the same become due and payable, or if the mortgage is not kept up as provided herein, or if the buildings or said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part of the second part making such sale, on demand, to the first part.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and inure to, and be obligatory upon the heirs, executors, administrators, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The part of the first part has by its duly authorized president and secretary hereunto set its hand and seal the day and year last above written.

Epsilon Chapter of Phi Kappa (SEAL)  
By E. R. Cross Jr. Pres. (SEAL)  
Eugene Hines Secy (SEAL)  
(SEAL)

STATE OF Kansas  
COUNTY OF Douglas  
BE IT REMEMBERED, That on this 11th day of May A. D. 1928, before me, a Notary Public in the aforesaid County and State, came E. R. Cross Jr. President and Eugene Hines, Secretary Epsilon Chapter Phi Kappa to me personally known to be the same persons as who executed the foregoing instrument and duly acknowledged the execution of the same.  
IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last above written.  
My commission expires on the 18th day of October 1928  
I. C. Stevenson  
Notary Public.

## RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 26th day of December 1929

Attest: R. E. Eby Secretary (Opp. Seal) of W. E. Becker Vice Pres.  
The Lawrence Building and Loan Association  
Mortgage. Ocmra.

This release was written by the original mortgagee entered this 26 day of Dec. 1929  
David P. Baker Reg. of Deeds